



Framework: Collaborative Delivery Framework
Supplier: Kier Integrated Services Ltd
Company Number: 00873179

Geographical Area: South West
Project Name: Southlake MIOS Appraisal
Project Number: ENV0000727C

Contract Type: Engineering Construction Contract
Option: Option E

Contract Number: 32390

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name Southlake MIOS Appraisal

Project Number ENV0000727C

This contract is made on 16 April 2021
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Southlake ESE Kier ECC scope final

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law
X9: Transfer of rights
X10: Information modelling
X11: Termination by the *Client*
X18 Limitation of Liability
X20: Key Performance Indicators
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
Z: *Additional conditions of contract*

The *works* are

ESE services to support MIOS under S10 Notice Design Services to:

The *Client* is Environment Agency
Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]
Address for communications Manley House
Kestrel Way
Sowton Industrial Estate
Exeter
EX2 7LQ

Address for electronic communications [REDACTED]

The *Supervisor* is
Address for communications
Address for electronic communications

The *Scope* is in
Southlake ESE Kier ECC scope final

The *Site Information* is in
<https://adoddleak.asite.com/adoddle/documents>

The *boundaries of the site* are
<https://adoddleak.asite.com/adoddle/documents>

The *partner contract* is
The *language of the contract* is English

The *law of the contract* is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register
Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Contractor's* main responsibilities

The *key dates* and *conditions* to be met are
condition to be met
'none set' *key date*
'none set' 'none set'
'none set' 'none set'

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than 4 weeks

3 Time

The <i>starting date</i> is	16 April 2021
The <i>access dates</i> are part of the Site	date
The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
The <i>Completion Date</i> for the whole of the <i>works</i> is	26 May 2022
The <i>Client</i> is willing to take over the <i>works</i> before the Completion Date	
The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	4 weeks

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is		4 weeks
The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is		52 weeks
The <i>defect correction period</i> is	2 weeks	except that
• The <i>defect correction period</i> for		is
• The <i>defect correction period</i> for		is

5 Payment

The <i>currency of the contract</i> is the £ sterling		
The <i>assessment interval</i> is		Monthly
The <i>Client</i> set total of the Prices is		£77,867.91
The <i>interest rate</i> is	2.00%	per annum (not less than 2) above the
Base	rate of the	Bank of England

6 Compensation events

The place where weather is to be recorded is Westonzoyland Location: 51.115, -2.921

The *weather measurements* to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by Met Office
The *weather data* are the records of past weather measurement for each calendar month which were recorded at Westonzoyland Location: 51.115, -2.921
and which are available from Met Office

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 to 30 June 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are
Address for communications

Manley House
Kestrel Way
Sowton Industrial Estate
Exeter
EX2 7LQ

Address for electronic communications
Name
Address for communications
Address for electronic communications
The *Adjudicator* is
Address for communications
Address for electronic communications
The *Adjudicator nominating body* is

'to be confirmed'
'to be confirmed'
'to be confirmed'
The Institution of Civil Engineers

Z Clauses

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*."

Delete 'The' At start of clause 63.1 and replace with:

"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the Framework Schedule 9.

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the *Client*."

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete.

This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the *Contractor*

Z11.1 The *Client* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and
Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the *works* using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the *work*.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the *Client* on an annual basis.

Part Two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name Kier Integrated Services Ltd
Address for communications 81 Fountain Street
Manchester
M2 2EE

Address for electronic communications

The fee percentage is

Option E

The working areas are

The key persons are

Name (1) [REDACTED]
Job Project Manager
Responsibilities Project Delivery
Qualifications BS Civil Engineering
Experience [REDACTED]

The key persons are

Name (2) [REDACTED]
Job Commercial Manager
Responsibilities Commercial Support
Qualifications Bsc Quantity Surveying MRICS
Experience [REDACTED]

The key persons are

Name (3) [REDACTED]
Job Project Manager
Responsibilities Project Delivery
Qualifications [REDACTED]
Experience [REDACTED]

The key persons are

Name (4) [REDACTED]
Job Quantity Surveyor
Responsibilities Commercial Delivery
Qualifications Bsc Quantity Surveying
Experience [REDACTED]

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

Scope issued in draft 09 Feb 2021

3 Time

The programme identified in the Contract Data is
Strategic Programme V26

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [REDACTED]
Address for communications philip.ramsay@kier.co.uk
Address for electronic communications [REDACTED]

Name (2) [REDACTED]
Address for communications [REDACTED]
Address for electronic communications [REDACTED]

X10: Information Modelling

The information execution plan identified in the
Contract Data is

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim

£5,000,000

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to

£1,000,000

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

£5,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£7,000,000

The *end of liability date* is 6 years after the Completion of the whole of the *works*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Signature

Project Executive

Role

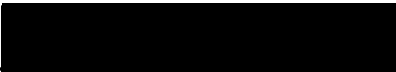
Contractor execution

Consultant execution

Signed under hand by

for and on behalf of

Kier Integrated Services Ltd



Signature

Commercial Director

Role